

Appl No.: 10/027,035

Atty. Dkt.: PC-1053CIP

REMARKS/ARGUMENTS**RECEIVED
CENTRAL FAX CENTER****JAN 29 2007**

Favorable consideration of this application is respectfully requested. Applicant has amended claims 1, 6, 16, 18 and 27, canceled claims 2-5, 7-8, 12-15, 17, 25-26 and 28-30 and added new claims 31-33. The amendments to the claims do not raise new matters or new considerations but to clarify the subject matter applicant regards as the invention. The attached affidavits are being presented now in view of the fact that the remarks by the Applicant in the previous office action were not acknowledged. Entry of these affidavits is respectfully requested. Favorable reconsideration of this application is, consequently, earnestly solicited in view of the following remarks.

Applicant thanks the Examiner for the telephone interview on January 24, 2007 to discuss the difference between the subject application and prior art money transfer systems. Applicant has amended the claims to clarify the differences and to narrowly claim the subject matter Applicant regards as the invention. For the following reasons, Applicant believes that the claims, as amended, are in condition for allowance.

Claims 1-6, 8-24 and 26-30 were finally rejected under 35 U.S.C. 102(e), as being anticipated by Ginter et al. (U.S. Publication No. 2005/0246541). Applicant submits the attached Declarations of Jay Bolton and B.G. Starkey who are familiar with the Ginter patent application and the subject matter described and claimed in the application under consideration. The affidavits point out the differences between the method and system disclosed in Ginter and the subject matter claimed in claims 1-6, 8-16, 18-24, and 26-30. These affidavits further clarify that methods are adapted for use by a "sender" and "recipient" that are human persons since only human persons sending money one to another can utilize this invention which requires the "sender" to utilize a touch-tone telephone or

Appl No.: 10/027,035

Atty. Dkt.: PC-1053CIP

computer modem and the "recipient" to utilize an ATM or P.O.S. terminal. Examiner alleges that Ginter teaches a method of transferring funds (money, cash) using a credit or debit card or bank account between a sender and a recipient and Examiner specifically referred to paragraphs 0716, 0722, 0724 and 0725 to support the allegation. Applicant respectfully disagrees with Examiner's allegation for the following reasons.

For a section 102 rejection to be proper, the subject matter claimed must be found exactly in a single prior art source. Ginter teaches a trusted and secure system and method for item delivery and execution. Paragraphs 0716, 0722, 0724 and 0725 of Ginter teaches use of the system as a "trusted go-between" via a secure communication to confirm that a buyer has deposited purchase money with the escrow bank, that the funds are available, and to instruct the agent to transfer the funds to the seller's bank to release the mortgage or pay other fees required to complete a real property transaction. All four paragraphs are directed toward "a sales transaction where the seller receives payment from a buyer". More specifically, Ginter teaches a communication system to make sure that conditions have been met. The system is not used for the transfer of funds, just to confirm, via a secure communication that the buyer's agent has made the deposit (para. 0716), to select a lawyer and send instruction or to select and instruct an escrow bank (para. 0722), or to instruct the escrow bank to transfer funds to seller's bank (para. 0724). The system does not receive funds from a sender, hold the funds temporarily, and disburse funds to the recipient. Ginter is limited to sending instructions after funds are deposited in an escrow account.

The subject application teaches a system for transferring funds from the senders account to an escrow account and then disbursing the funds to the recipient. An actual money transfer system. Ginter does not teach the steps of "providing a sender account

Appl No.: 10/027,035

Atty. Dkt.: PC-1053CIP

controlled by the sender” and “authorizing a transfer of the fund into an escrow agent account” as claimed on lines 3 and 9, respectively, of claim 1. In fact, in paragraph [0716] Ginter begins with the step of confirming that the funds have previously been deposited with the escrow bank. There is no teaching in Ginter that corresponds to the sender account having available funds or to transferring funds from the sender account to the escrow bank. Ginter does not disclose use of the system for transferring funds wherein the transfer is not in response to a pre-existing transactional relationship. Ginter teaches use of the system for completing some steps in a sales transaction between a seller and a buyer.

Secondly, the transaction in Ginter requires a buyer and a seller. Without a sales transaction, there would not be instructions to transfer funds. There is no sales transaction in the subject application, just a transfer of cash funds from a sender's account to distally located recipient, for a fee. Claim 1 has previously been amended to clarify that the transfer of funds is authorized “wherein said available money or cash is not from a sales transaction where a seller receives payment from a buyer” (emphasis added) as described in the specification on page 3, lines 8-10 and that the disbursement is authorized without a pre-existing relationship between the recipient and the remote site.

Secondly, the transaction in Ginter requires a buyer and a seller. Without a sales transaction, there would not be instructions to transfer funds. There is no sales transaction in the subject application, just a transfer of cash funds from a sender's account to distally located recipient, for a fee. Claim 1 has previously been amended to clarify that the transfer of funds is authorized “wherein said available money or cash is not from a sales transaction where a seller receives payment from a buyer” (emphasis added) as described in the

Appl No.: 10/027,035

Atty. Dkt.: PC-1053CIP

specification on page 3, lines 8-10 and that the disbursement is authorized without a pre-existing relationship between the recipient and the remote site.

Claim 1 has been further amended to clarify that the method is for transferring cash funds to a recipient during an unplanned emergency, that the recipient communicates the unplanned emergency to the sender to request the cash, and purchasing a cash card having a magnetic strip and a cash access number, solely from a retail store during the emergency, and using the purchased cash card at the remote site to access the transferred cash. Ginter does not teach the limitations added to claim 1. For the reasons provided, Applicant believes that amended claim 1 is allowable over Ginter and requests removal of the section 102 rejection,

In regard to claims 4, 5, 6, and 8 claims 4, 5 and 8 have been canceled. Claim 6 has been amended to add the step of the recipient entering the cash card access number at the ATM terminal for disbursement of the emergency cash. Ginter does not teach use of a cash card with a magnetic strip or using the cash card access number to disburse the emergency cash to the recipient. For this reason, and the reason provided in regard to claim 1, Applicant believes that claim 6 is allowable and requests removal of the rejection.

In regard to claims 12-15 and 17, claims 12-15 and 17 have been canceled. In regard to claim 16, claim 16 has been amended to add the limitations of physically distributing a cash card having a magnetic strip to the recipient at a site that is physically remote from the sender and the recipient physically retrieving the emergency cash at the remote site. Anticipation requires the disclosure in a single prior art reference of each element of the claim under consideration, arranged as in the claim. Ginter does not teach use of a cash card physically distributed to the recipient or the use of a touch tone telephone

Appl No.: 10/027,035

Atty. Dkt.: PC-1053CIP

for authorizing the emergency cash transfer. For the reasons provided, Applicant believes that claim 16 is in condition for allowance and requests removal of the rejection.

In regard to claims 18-26, claims 25 and 16 have been canceled. Claim 18 has been amended to clarify that the system is an emergency money transfer system that requires communication between a sender and a remotely located recipient the need for emergency cash during an unplanned emergency, the transfer is accomplished using a cash card having a magnetic strip, solely using a touch tone telephone by the sender to input the cash from a sender bank account, and retrieval of the cash without the use of a code provided by the sender to the recipient. Ginter does not teach the added limitations, For this reason, and the reasons provided in regard to claims 1 and 16, Applicant believes that amended claim 18 and dependent claims 19-24 are allowable. Thus removal of the rejection is requested.

New claims 31-33 have been added to add further limitations to claim 1. No new matter has been added.

Since a section 102 rejection requires that the subject matter claimed be found exactly in a single prior art source, and Ginter clearly requires a sales transaction and a transactional relationship between a buyer and a seller, it is not exactly as claimed in claims 1, 6, 9-11, 16, 18-24, 27 and 31-33. For the reasons provided, Applicant believes that claims 1, 6, 9-11, 16, 18-24, 27 and 31-33 are allowable under sections 102 and 103 over Ginter. Thus, removal of the rejection is respectfully requested.


In view of the foregoing considerations, it is respectfully urged that claims 1, 6, 9-11, 16, 18-24, 27 and 31-33 be allowed. Such action is respectfully requested. If the Examiner does not agree that the claims are allowable, Applicant requests an interview.

Appl No.: 10/027,035

Atty. Dkt.: PC-1053CJP

The Examiner is requested to contact the attorney at the below listed number to schedule the interview.

Respectfully Submitted;



Brian S. Steinberger
Registration No. 36,423
101 Brevard Avenue
Cocoa, Florida 32922
Telephone: (321) 633-5080

Date 1/29/07